

**REMARKS**

Reconsideration and withdrawal of the rejections of this application and consideration and entry of this paper are respectfully requested in view of the herein amendment and remarks, which place the application in condition for allowance.

**I. STATUS OF CLAIMS AND FORMAL MATTERS**

Claims 1-13, 15, and 16 are currently under consideration. Claims 1, 2, and 11-13 are amended and claim 16 is newly added without prejudice, without admission, without surrender of subject matter, and without any intention of creating any estoppel as to equivalents.

Support for the recitation of “wherein the first part, second part, and reinforcement means are fixed together” in claims 1 and 15 can be found, for example, on page 4, lines 9-34, and in original claim 14. Support for new claim 16 can be found on page 4, lines 9-25, and in original claim 14. The amendments to claims 2 and 11-13 are to perfect antecedent basis and clarify the invention. No new matter is added.

It is submitted that the claims herewith are patentably distinct over the prior art, and these claims are in full compliance with the requirements of 35 U.S.C. §112. The amendments to the claims presented herein are not made for purposes of patentability within the meaning of 35 U.S.C. §§§§ 101, 102, 103 or 112. Rather, these amendments and additions are made simply to clarify the scope of protection to which Applicants are entitled.

**II. THE REJECTIONS UNDER 35 U.S.C. §112 ARE OVERCOME**

Claims 2 and 10-13 were rejected under 35 U.S.C. § 112, second paragraph, as allegedly being indefinite. According to the Office Action, recitation of “reinforcement means” in claim 2 is indefinite as it not clear whether this is the same reinforcement means as recited in claim 1. Recitation of “is not at least partly covered by the flexible envelope” in claim 11 and “a rigid core comprises the frame extending transversely under the rigid core” in claim 12 are allegedly indefinite, as it is not clear what structure is encompassed by these phrases. The term “rigid core” in claim 13 allegedly lacks antecedent basis.

In response, claim 2 is amended to recite “the reinforcement means” (emphasis added), which has antecedent basis to the term “reinforcement means” in claim 1. Further, claim 11 is

amended to remove recitation of “at least partly,” and claim 12 is amended to recite “wherein the frame (13) transversely under the rigid core;” these amendments clearly define the structure disclosed in these claims. Finally, claim 13 is amended to recite “the first part,” which has clear antecedent basis in claim 1.

Accordingly, reconsideration and withdrawal of the Section 112 rejection is requested.

## **II. THE REJECTIONS UNDER 35 U.S.C. §103(a) ARE OVERCOME**

Claims 1, 3-9, and 15 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Chenevert *et al.* (U.S. Patent No. 6,499,233) in view of Saitlet *et al.* (U.S. Patent No. 6,938,362). The Office Action contended that Chenevert relates to a sports boot comprising a footbed, *i.e.*, a first part, and a skin assembly, *i.e.*, a second part, superposed on the footbed, and a thermoplastic shell, *i.e.*, a reinforcement means. While Chenevert does not relate to a reinforcement means at least partly formed by at least one frame in synthetic material internally reinforced with mineral or synthetic fibers that are embedded in a matrix, the Office Action relies on Lepage *et al.* to provide this limitation.

Applicants initially point out that claims 1 and 15 additionally recite that the first part, the second part, and reinforcement means are fixed together. The specification and original claims disclose that the first part and the reinforcement means are inseparably fixed together in a “perfect join” (page 4, lines 11-24), and that the second part is over-injected, and thereby fixed, to the assembly comprising the first part and reinforcement means.

A sports boot wherein the first part, the second part, and reinforcement means are fixed together is not taught or even suggested in Chenevert. In fact, Chenevert specifically indicates that the footbed, *i.e.*, the first part, is removable from the shell, *i.e.*, the reinforcement means, and hence is not fixed together as recited in the claims.

Thus, the combination of Chenevert and Lepage *et al.* does not render the instant claims obvious, as Chenevert and Lepage *et al.* relate to a sports boot having a different assembly than the present invention.

Accordingly, reconsideration and withdrawal of all rejections under 35 U.S.C. § 103(a) are respectfully requested.

**CONCLUSION**

In view of the remarks and amendments herewith, the application is in condition for allowance. Favorable reconsideration of the application and prompt issuance of a Notice of Allowance are earnestly solicited. The undersigned looks forward to hearing favorably from the Examiner at an early date, and, the Examiner is invited to telephonically contact the undersigned to advance prosecution.

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U.S. Application No. 10/804,606  
Reply to Office Action mailed January 24, 2008



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(Name of Applicant, Assignee or Registered Representative)

A handwritten signature in black ink, appearing to read "Ronald R. Santucci".

Signature

April 11, 2008

Date of Signature